BANKRUPTCY—LIQUOR LICENSE—RIGHT TO RENEWAL PASSING TO TRUSTEE.—A bankrupt owned at the date of his adjudication a liquor license expiring May 31, 1913. The receiver on March 31, 1913, sold the license ending May 31, 1913, and also the license for the term beginning June 1, 1913. At the time of the adjudication in bankruptcy, no application for a renewal of the term ending May 31, 1913, had been made by the bankrupt. The question in the case was, therefore whether the bankrupt's right to a renewal should pass as a part of his estate. *Held,* it did not, and that the bankrupt could not, therefore, be required to join with a purchaser of the balance of the current license in an application to the state authorities for a renewal thereof to such purchaser. *In re Doyle et al.,* (1913), 205 Fed. 543.

A liquor license, being in its nature a trust personal to the licensee and not transferable except with the approval of the licensing authorities, is not an asset which can be subjected to the claims of his general creditors. *Quinnipiac Brewing Co. et al.* v. *Charles Hackbarth et al,* 74 Conn. 392; *Wharton* v. *King,* 69 Ala. 365. But in many states, this is provided for by statute, and in such states the holder transfers his rights to the license under the assignment. *In re License of Jonathan A. Umholtz,* 191 Pa. St. 177. Then it follows that in states where the transfer of such license is allowed, the license is available as assets in bankruptcy. *Fisher* v. *Cushman,* 103 Fed. 860. And the right to sell the license passes to the trustee. *In re Becker,* 98 Fed. 407. Thus far, the courts seem agreed, and cases which at first blush seem contra will be found to be based upon the liquor laws of their own jurisdiction. The real question comes as to whether the mere intangible right of renewal is such as will pass as property to the trustee. Where the bankrupt has applied for a renewal of his license prior to the adjudication in bankruptcy, it is held the rights of the bankrupt under such application pass to the trustee in bankruptcy. *Wiesel* v. *Knaup,* 173 Fed. 718, 23 A. B. R. 59. The court in the principal case expressly distinguished cases like these, and seems to be supported by previous decisions in Pennsylvania. Accordingly, it has been held that the license was to operate *in futuro,* and the bankrupt had no property until it was granted. *Whitlock's License,* 39 Pa. Super. Ct. 34. As is seen from other decisions, however, it is the intangible right that makes the license property, and the right of renewal is part of the intangible right which forms the current license. This right passes to the trustee and may be disposed of by the latter. *In re Brodbine,* 93 Fed. 643; *Wiesel* v. *Knaup,* supra.

BANKRUPTCY—PARTNERSHIP—PROPERTY OF PARTNER.—A firm, of which Francis was a partner, was adjudicated bankrupt, and an order was entered subjecting the individual estate of Francis to administration in bankruptcy, although Francis had not been adjudicated bankrupt. Francis resisted this order on the ground that a partnership is an entity separate and distinct from the partners composing it, by virtue of § 5 Bankruptcy Act 1898, and that such Act does not provide for the administration in bankruptcy of the estate of a person not adjudicated bankrupt. *Held,* the individual liability of partners for debts of the firm is primary and direct, and an individual partner,

even though he has not been adjudged a bankrupt, may be required to turn over his separate estate for administration to the trustee in bankruptcy of the firm, when the partnership and individual estates together are not enough to pay partnership debts. *Francis* v. *McNeal,* (1913), 33 Sup. Ct. 701.

This case finally settles the controversy that has raged over the "entity theory of partnership" based on the vague wording of § 5 of the Bankruptcy Act of 1898. § 5a provides that "a partnership, during the continuance of the partnership business, or after its dissolution and before the final settlement thereof, may be adjudged a bankrupt." § 5h, provides that "in the event of one or more but not all of the members of a partnership being adjudged bankrupt, the partnership property shall not be administered in bankruptcy, unless by consent of the partner or partners not adjudged bankrupt; but such partner or partners not adjudged bankrupt shall settle the partnership business as expeditiously as its nature will permit, and account for the interest of the partner or partners adjudged bankrupt." To follow this statute literally, it would seem that Congress thereby conferred upon partnerships a distinct entity, and that they should be considered separate and apart from the individuals composing the partnership. And many of the earlier cases took this view. *Chemical National Bank* v. *Meyer,* 92 Fed. 896; *In re Stein,* 127 Fed. 547. The courts holding that this was the evident purpose of the act say that if, where one or more of the partners are adjudged bankrupt, those that are not so adjudged may administer the partnership property, *a fortiori* they should control their individual property, and the court cannot do so without their consent. *In re Bertenshaw,* 157 Fed. 363; *In re Junck & Balthazard,* 169 Fed. 481. However, other courts took exactly the contrary view and held that, even though the firm was a distinct entity, the trustee had power to compel the unadjudicated members to turn over their property to be applied as assets of the partnership. *In re Meyer,* 98 Fed. 976; *Dickas* v. *Barnes,* 140 Fed. 849. The principal case argues that it could not have been the intention of Congress to change one of the fundamental principles of partnership. The result of the court's reasoning is practically to explode the "entity" of partnerships as an effective principle of bankruptcy law. For a full discussion of the conflicting holdings in the lower courts see 10 MICH. L. REV. 215; 8 COL. L. REV. 599.

BIGAMY—WHAT CONSTITUTES A COMMON LAW MARRIAGE.—The defendant went through a marriage ceremony with X in New York. They then removed to Illinois and cohabited there for almost ten years. Eight years before this marriage the former husband of X obtained in California a divorce that was void by the law of New York, but valid by the law of Illinois. Defendant now marries K. *Held,* (by a divided court) that, although common-law marriages are recognized by the law of Illinois, defendant is not guilty of bigamy. *People* v. *Shan* (Ill. 1913) 102 N. E. 1030.

This case presents the question, Does a common-law marriage result where the parties in good faith for years have treated and held each other out as husband and wife after the removal of an impediment which rendered their marriage contract void? The principal case declares that a common law